

**VOLUNTARY CLEANUP CONTRACT
13- 4831-RP**

**IN THE MATTER OF
MONSANTO TEXTILES COMPANY SITE, CHEROKEE COUNTY
and
R.J. REYNOLDS TOBACCO COMPANY
and
PHARMACIA LLC**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and R.J. Reynolds Tobacco Company and Pharmacia LLC, pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710 to 760, as amended, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601 to 9675, as amended, and the South Carolina Hazardous Waste Management Act (HWMA), S.C. Code Ann. §§ 44-56-10 to 850, as amended, with respect to the facility known as the Monsanto Textiles Company Site ("Site"). The facility property is located at 153 Gibbons Road in Blacksburg, South Carolina ("Property"). The Property includes approximately 136 acres and is bounded generally by Gibbons Road (along Interstate 85) to the west and northwest, Tribal Road (SC Hwy 99) to the east, and railroad tracks operated by Norfolk Southern Corporation to the southeast. The Property is identified by the County of Cherokee as Tax Map Serial Number 191-00-00-027-000; and a legal description of the Property is attached to this Contract as Appendix A.

DEFINITIONS

1. Unless otherwise expressly provided, terms used in this Contract shall have the meaning assigned to them in CERCLA, the HWMA, and in regulations promulgated under the foregoing statutes, or the Brownfields/Voluntary Cleanup Program.

A. "Respondents" shall mean (1) R.J. Reynolds Tobacco Company and (2) Pharmacia LLC. R.J. Reynolds Tobacco Company is a North Carolina corporation with its principal place of business located at 401 N. Main Street, Winston-Salem, NC 27101. Pharmacia LLC is a

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Reynolds Tobacco Company in 2011.

- H. "Response Action" shall mean any assessment, cleanup, inspection, or closure of a Site as necessary to remedy actual or potential damage to public health, public welfare, or the environment.
- I. "The Site" shall mean the Property and all areas where a Hazardous Substance or Contaminant originating from the Property has been released, deposited, stored, disposed of, or placed, or otherwise comes to be located; "Site" does not include any consumer product in consumer use or any vessel, as defined in CERCLA.
- J. "Voluntary Cleanup" shall mean a Response Action taken under and in compliance with the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710 to 760, as amended.
- K. "Work Plan" shall mean the plan for additional Response Actions to be conducted at the Site as described in Paragraph 3 of this Contract.

FINDINGS

2. Based on the information known by or provided to the Department, the following findings are asserted for purposes of this Contract:

- A. The Property was used as agricultural land until approximately 1963 when it was purchased by the Chemstrand Division of Pharmacia LLC. From 1963 to 1985, the Property was operated under the name of Blacksburg Textile Chemstrand and used as a non-manufacturing customer service facility engaged in the receipt, repackaging, warehousing and shipping of synthetic carpet fibers.
- B. Pharmacia LLC was known as "Monsanto Chemical Company" until 1964, as "Monsanto Company" from 1964 to 2000, and as "Pharmacia Corporation" from 2000 to November 30, 2012. On November 30, 2012, Pharmacia Corporation changed its name (and corporate structure) to Pharmacia LLC, a Delaware Limited Liability Company.

Pharmacia LLC is the successor-in-interest to Pharmacia Corporation. Since 2003, Pharmacia LLC has been a wholly owned subsidiary of Pfizer, Inc. Pharmacia LLC has authorized today's Monsanto Company (incorporated in 2000) to act on Pharmacia LLC's behalf with respect to the Property.

- C. In 1984, Pharmacia LLC (then known as "Monsanto Company") sold the Property to the Brown and Williamson Tobacco Corporation. A subsidiary of Brown and Williamson Tobacco Corporation, the Export Leaf Tobacco Company, operated at the Property. Brown and Williamson Tobacco Corporation later combined operations with the R.J. Reynolds Tobacco Company. The Brown and Williamson Tobacco Corporation, the Export Leaf Tobacco Company and R.J. Reynolds Tobacco Company used the Property for warehouse storage, receiving, and shipping of tobacco.
- D. In April 2011, R.J. Reynolds Tobacco Company sold the Property to Blacksburg Atlas LLC.
- E. Various assessment activities and groundwater monitoring events have been conducted in accordance with work plans approved by the Department. These approved activities are listed in Appendix B of this Contract. As part of an environmental due diligence evaluation of the Property in May 2008, a water sample was collected and analyzed for volatile and semi-volatile organic compounds (VOCs and SVOCs) from the on-Site non-potable water supply well. Analyses indicated the presence of VOCs in excess of the South Carolina Maximum Contaminant Level. A Phase II Environmental Site Assessment was performed in August 2008 to identify possible sources of contamination.
- F. Between August 2008 and October 2009, Site assessment activities were performed to evaluate the extent of the contaminants of concern present in the groundwater and surface water, characterize aquifers, and identify groundwater users within 1/2-mile of the Property. VOCs

were detected in shallow saprolite aquifer and deep bedrock aquifer, the unnamed tributary of Bee Branch Creek, and five (5) water supply wells. Three (3) of the five (5) properties with water supply wells have been connected to municipal water.

- G. Subsequently six (6) semi-annual groundwater and surface water monitoring events have been conducted at the Site and reports of such events have been provided to the Department, as listed in Appendix B of this Contract.

RESPONSE ACTIONS

3. Respondents agree to submit to the Department for review and written approval within thirty (30) days of the execution date of this Contract a Work Plan for the Site that is consistent with the technical intent of the National Contingency Plan. The Work Plan shall be implemented upon written approval from the Department. The Work Plan shall include the names, addresses, and telephone numbers of the consulting firm, the analytical laboratory certified by the Department, and Respondents' contact person for matters relating to this Contract. Respondents will notify the Department in writing of changes in the contractor or laboratory. The Department will review the Work Plan and will notify Respondents in writing of any deficiencies in the Work Plan, and Respondents will respond in writing within thirty (30) days to the Department's comments. The Work Plan and all associated reports shall be prepared in accordance with industry standards and endorsed by a Professional Engineer (P.E.) and/or Professional Geologist (P.G.) duly-licensed in South Carolina and shall set forth methods and schedules for accomplishing the following tasks:

- A. Conduct a Remedial Investigation (RI) to determine the source, nature, and extent of Contamination at the Site, including the VOC/SVOCs identified in Section 2 (Findings) above.
- B. Submit to the Department an RI Report (to include a Baseline Risk Assessment or other evaluation of risk to human health and the environment) in accordance with the schedule in the approved RI Work Plan. The Department shall review the report for determination

of completeness of the RI and sufficiency of the documentation. If the Department determines that the field investigation is not complete, it will send written notification of such to Respondents, and Respondents shall subsequently conduct additional field investigation to further determine the source, nature, and extent of Contamination. If the Department determines that the field investigation is complete but the report is incomplete, the Department shall send to Respondents a letter indicating that revision of the report is necessary. Within thirty-(30)-days of receipt of such letter from the Department, Respondents shall submit a revised report addressing the Department's comments.

- C. If determined necessary by the Department, conduct a Feasibility Study to evaluate remedial alternatives for addressing Contamination at the Site. The Feasibility Study must be developed in accordance with all appropriate EPA guidance documents including the Guidance for Conducting Remedial Investigations and Feasibility Studies Under CERCLA (EPA/540/G-89/004) and the requirements for the National Contingency Plan (NCP).

4. Respondents shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan that is consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan is submitted for information purposes only to the Department. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by Respondents.

5. Respondents shall inform the Department in writing at least five (5) working days in advance of all field activities pursuant to this Contract and, if deemed necessary by the Department, shall allow the Department and its authorized representatives to take duplicates of any samples collected by Respondents pursuant to this Contract.

6. Within sixty (60) days of the execution date of this Contract and quarterly thereafter,

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Respondents shall submit to the Department a written progress report that must include the following: (A) actions taken under this Contract during the previous reporting period; (B) actions scheduled to be taken in the next reporting period; (C) sampling, test results, and any other data, in summary form, generated during the previous reporting period, whether generated pursuant to this Contract or not; and (D) a description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.

7. All correspondence which may be or are required or permitted to be given by either party to the other hereunder shall be in writing and deemed sufficiently given if delivered by (A) regular U.S. mail, (B) certified or registered mail, postage prepaid, return receipt requested, or (C) nationally recognized overnight delivery service company, or (D) by hand delivery to the other party at the address shown below or at such place or to such agent as the parties may from time to time designate in writing.

Unless otherwise directed in writing by either party, all correspondence, work plans, and reports should be submitted to:

The Department: Lauran Ortman
South Carolina Department Health & Environmental Control
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201
ortmanlm@dhec.sc.gov

Respondents: Steve Curl
R.J. Reynolds Tobacco Company
401 N. Main Street
Winston-Salem, NC 27101
curls@rjrt.com

All final work plans and reports shall include two (2) paper copies and one (1) electronic copy on compact disk.

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Respondents: Steve Curl
R.J. Reynolds Tobacco Company
401 N. Main Street
Winston-Salem, NC 27101
336-741-5146
Email: curls@rjrt.com

All of Respondents' payments should reference the Contract number on page 1 of this Contract and be made payable to:

The South Carolina Department of Health & Environmental Control

If complete payment of the past costs of response or of the quarterly billing of Oversight Costs is not received by the Department by the due date, the Department may bring an action to recover the amount owed and all costs incurred by the Department in bringing the action including, but not limited to, attorney's fees, Department personnel costs, witness costs, court costs, and deposition costs.

ACCESS

10. Respondents do not own the Property and have been granted access to the Property by the current owner(s) of record, pursuant to a separate Access Agreement, which is included in this Contract as Appendix C. Under the terms of such separate Access Agreement, the Department, its authorized officers, employees, representatives, and all other persons performing response actions will not be denied access to the Site during normal business hours or at any time work under this Contract is being performed or during any environmental emergency or imminent threat situation, as determined by the Department (or as allowed by applicable law). All of the Department's costs associated with access and said response actions will be reimbursed by Respondents. Respondents, current owners of the Property, or subsequent owners of the Property shall ensure that a copy of this Contract is provided to any lessee or successor or other transferee of the Property, and to any owner of other property that is included in the Site. If Respondents are unable to obtain access from the Property owner, the Department, at its discretion, may obtain access and perform response activities or may obtain access under which Respondents perform response activities.



RESTRICTIVE COVENANT

11. If hazardous substances in excess of residential standards exist at the Property after Respondents have completed the actions required under this Contract, Respondents shall enter and file a restrictive covenant. Upon the Department's approval of the items outlined therein, the restrictive covenant shall be signed by the Department and representatives of Respondents and, if the Property is not owned by the Respondents, the current owner of the Property, and witnessed, signed, and sealed by a notary public. Respondents shall file this restrictive covenant with the Register of Mesne Conveyance or Deeds in the county in which the Property is located. The signed covenant shall be incorporated into this Contract as an Appendix. A Certificate of Completion shall not be issued by the Department until the Restrictive Covenant, if required, is executed and recorded. With the approval of the Department, the restrictive covenant may be modified in the future if additional remedial activities are carried out which meet appropriate clean-up standards at that time or circumstances change such that the restrictive covenant would no longer be applicable. The Department may require Respondents, current owners of the Property, or subsequent owners of the Property to modify the restrictive covenant if a significant change in law or circumstances requiring remediation occurs. Respondents, current owners of the Property, or subsequent owners of the Property shall file an annual report with the Department by May 31st of each year detailing the current land uses and compliance with the restrictive covenants for as long as the restrictive covenant remains in effect on the Property. The report must be submitted in a manner prescribed by the Department.

OBLIGATIONS AND BENEFITS

12. Subject to Paragraph 15, nothing in this Contract is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, past or future, that the Department may have against any person, firm, or corporation not a signatory of this Contract or a signatory's parent, successor, assign, or subsidiary.

13. Subject to Paragraph 15, nothing in this Contract is intended to limit the right of the

Department to undertake future Response Actions at the Site or to seek to compel parties to perform or pay for costs of Response Actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of Response Actions that may be taken or be required by the Department in exercising its authority under State and Federal law.

14. Subject to the provisions of Paragraph 15, nothing in this Contract is intended to be or shall be construed as a release or covenant not to sue for any claim or cause of action that the Department may have against Respondents for any matters not expressly included in this Contract.

15. Upon successful completion of the terms of this Contract and the approved Work Plan as referenced in Paragraph 3 above, Respondents shall submit to the Department a written notice of completion.

Once the Department determines that Respondents have successfully and completely complied with this Contract, the Department, pursuant to S.C. Code Ann. § 44-56-740(A)(5) and (B)(1), shall issue Respondents a Certificate of Completion that provides a covenant not to sue to Respondents, their signatories, parents, successors, and subsidiaries, for the work done in completing the Response Actions specifically covered in the Contract and completed in accordance with the approved work plans and reports. The covenant not to sue is contingent upon the Department's determination that the responsible parties successfully and completely complied with the Contract.

In consideration of the Department's covenant not to sue, Respondents, their signatories, parents, successors, assigns, and subsidiaries agree not to assert any claims or causes of action against the Department arising out of activities undertaken at the Site or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Site, except for those claims or causes of action resulting from the Department's intentional or grossly negligent acts or omissions.

16. Respondents and the Department each reserve the right to unilaterally terminate this Contract. Termination may be accomplished by giving a thirty-(30)-day advance written notice of the election to terminate this Contract to the other party. Should

Respondents or subsequent owners of the Site elect to terminate, they must submit to the Department all data generated pursuant to this Contract, and certify to the Department's satisfaction that any environmental or physical hazard shall be stabilized and/or mitigated such that the Site does not pose a hazard to human health or the environment that did not exist prior to any initial Response Action addressing Contamination identified in this Contract.

17. The Department may terminate this Contract only for cause, which may include but is not limited to, the following:

- A. Events or circumstances at the Site that are inconsistent with the terms and conditions of this Contract;
- B. Failure to complete the terms of this Contract or any Work Plan;
- C. Failure to submit timely payments for Past Costs and/or for Oversight Costs as defined in Paragraph 9 above;
- D. Additional Contamination or releases or consequences at the Site caused by Respondents, their parents, successors, assigns, and subsidiaries;
- E. Providing the Department with false or incomplete information or knowingly failing to disclose material information;
- F. Change in Respondents' or their parents', successors', assigns', and subsidiaries' business activities on the Property or use of the Property that are inconsistent with the terms and conditions of this Contract; or
- G. Failure by Respondents to obtain the applicable permits from the Department for any Response Actions or other activities undertaken at the Property.

18. Upon termination of the Contract, the covenant not to sue will be null and void. Termination of this Contract by Respondents or the Department does not end the obligations of Respondents to pay Oversight Costs already incurred by the Department and payment of such costs shall become immediately due.

SIGNATURE DW

19. The signatories below hereby represent that they are authorized to and enter into this Contract on behalf of their respective parties.

THE SOUTH CAROLINA DEPARTMENT OF HEALTH
AND ENVIRONMENTAL CONTROL

BY: Daphne G. Neel DATE: 10/8/13
Daphne G. Neel, Chief
Bureau of Land and Waste Management
Environmental Quality Control

 Claire H. Orner DATE: 10/3/13
Reviewed by Office of General Counsel

THIS IS CERTIFIED AS A TRUE
AND CORRECT COPY

SIGNATURE

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RESPONDENT R.J. REYNOLDS TOBACCO COMPANY

Mark A. Peters

DATE:

9/20/13

Signature

Mark A. Peters, Chief Financial Officer

THIS IS CERTIFIED AS A TRUE
AND CORRECT COPY

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RESPONDENT PHARMACIA LLC

MMS



DATE: 9/18/2013

Signature

L. Glen Kurowski, Director, Environmental Affairs,
Monsanto Company,
Attorney in Fact for Pharmacia LLC

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APPENDIX A
Legal Description of the Property

County of Cherokee
Tax Map Number 191-00-00-027.00

ALL that piece, parcel or tract of land with Improvements thereon lying, situate and being in the County of Cherokee, State of South Carolina, shown and designated as Tracts No. 1, 2, 3, 4, 5, 6, 7, 8 and 10 on plat of property of Daniel Construction Company prepared by Davis and Floyd Engrs., Inc., dated 27 September, 1962, recorded in the office of the Clerk of Court for Cherokee County in Book 4X at page 244, and being more particularly described with reference to said plat as follows:

BEGINNING at the northwestern corner of said tract at a point on the southeasterly side of Frontage Road of Interstate Highway 85 and running thence along the southeasterly side of said Frontage Road; N. 54.02 E. 784.81 feet to a point; thence N. 54-02 E. 291.70 feet to a concrete monument; thence N. 54-12 E. 437.50 feet to a point; thence N. 54-12 E. 242.26 feet to a point; thence N. 54-12 E. 18.70 feet to a concrete monument; thence N. 48-07 E. 49.52 feet to a point; thence N. 48-07 E. 47.10 feet to a concrete monument; thence N. 54-10 E. 602.86 feet to a concrete monument; thence S. 37-00 E. 10.21 feet to a concrete monument; thence N. 54-29 E. 408.05 feet to a concrete monument; thence along said Frontage Road in a curve the following courses and distances, to-wit: N. 61-47 E. 100.00 feet; N. 84-31 E. 100.00 feet; S. 81-14 E. 100.00 feet; and S. 78-54 E. 236.85 feet to a point; thence continuing along said road, S. 78-54 E. 22.20 feet to a concrete monument; thence N. 78-50 E. 61-58 feet to a point; thence turning and running S. 58-44 E. 73.75 feet to a point on the westerly side of South Carolina Highway 99; thence along the westerly side of said highway, S. 16.16 E. 553.84 feet to a point; thence S. 15-38 E. 135.50 feet to a point; thence S. 13-38 E. 31.71 feet to a point; thence S. 13-42 E. 117.21 feet to a point; thence S. 12-37 E. 125.75 feet to a point at the intersection of said South Carolina Highway 99 and property of the Southern Railway System; thence turning and running along the northwesterly side of said railway property, S. 41.55 W. 275.02 feet to a point; thence S. 41-55 W. 400.21 feet to a point; thence S. 41-39 W. 166.49 feet to a point; thence S. 41-39 W. 288.64 feet to a point; thence continuing along a curve in said railway property, the chords of which are as follows: S. 34-25 W. 235.69 feet; S. 27-46 W. 300.00 feet; S. 16-55 W. 425.71 feet to a point; thence S. 4-56 W. 17.39 feet to a point; thence S. 4-56 W. 116.09 feet to a point; thence turning and running S. 26-25 W. 493.00 feet to a point; thence turning and running S. 72-42 W. 538.43 feet to a point; thence N. 40-34 W. 1642.78 feet to a point; thence N. 56.09 W. 298.90 feet to a point; thence N. 15-51 E. 115.50 feet to a point; thence N. 21-10 W. 209.01 feet to the beginning corner, containing 133.26 acres, more or less.

ALSO, ALL that piece, parcel or tract of land with improvements thereon lying, situate and being in the County of Cherokee, State of South Carolina, shown and designated as Tract No. 9 on plat above referred to, less two portions of said tract heretofore conveyed by the

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grantor herein to Arail A. Thomas and Horace W. Burgess, which portions conveyed out are shown and designated as Tracts A and C, and the remaining portion conveyed herein is shown and designated as Tract B on separate plot of property of Daniel Construction Company prepared by Davis and Floyd Engrs.; Inc., dated 29 September 1962, recorded in the office of the Clerk of Court for Cherokee County in Book 4X at page 261, and being more particularly described with reference to said latter plat as follows:

BEGINNING at an iron pin on the easterly side of the South Carolina Highway 99, joint front corner of Tracts C and B, and running thence along the easterly side of said highway, N. 16-18 W. 284.00 feet to an iron pin, joint front corner of Tracts A and B; thence along the common line of said tracts, N. 73-42 E. 478.24 feet to iron pin in property line of Frank and Edwina D. Neal; thence S. 19-34 E. 284.44 feet to an iron pin joint rear corner of Tracts B and C; thence along the common line of said tracts, S. 73-42 W. 494.45 feet to an iron pin, the point of beginning, containing 3.17 acres, more or less.

TOGETHER with all the right, title and interest of the grantor in and to the following properties: that property lying between the center line of Interstate Highway 85 and the northwesterly boundary of property hereinabove described; also that property lying between the center line of the Southern Railway System and the southeasterly boundary of property herein-above described; and also that property lying within the right of way of South Carolina Highway 99 adjoining Tracts 7 and 8 on the east and Tract 9 on the west, less the right, title and interest to portions of same granted to Arail A. Thomas and Horace W. Burgess in deeds above referred to.

TOGETHER with all right, title and interest in and to that certain lease of water rights, and all other rights leased therein, executed by Arail A. Thomas to C. C. Moorhead, Jr., dated March 27, 1961, recorded in the office of the Clerk of Court for Cherokee County in Volume 4X at page 174 and later assigned by deed of Columbus C. and Margaret O. Moorhead, Jr. dated September 28, 1962, and recorded in Volume 5N at page 101.

Being the same property acquired by Brown & Williamson Tobacco Corporation, a Delaware corporation, by Deed dated December 1984, and recorded in Volume 12-C, Page 195, in the office of the Clerk of Court for Cherokee County.

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APPENDIX B

List of Investigations and Site Work

- i. Phase II Environmental Site Assessment, Pall Mall Warehouse Property, 153 Gibbons Road, Blacksburg, South Carolina, August 2008, ERM NC, PC.
- ii. Preliminary Site Assessment Work Plan, Pall Mall Warehouse Property, 153 Gibbons Road, Blacksburg, South Carolina, August 26, 2008, ERM NC, PC.
- iii. Work Plan Addendum, Pall Mall Warehouse Property, 153 Gibbons Road, Blacksburg, South Carolina, October 8, 2008, ERM NC, PC.
- iv. Work Plan Addendum #2, Pall Mall Warehouse Property, 153 Gibbons Road, Blacksburg, South Carolina, October 13, 2008, ERM NC, PC.
- v. Preliminary Site Assessment, Pall Mall Warehouse Property, 153 Gibbons Road, Blacksburg, South Carolina, January 23, 2009, ERM NC, PC.
- vi. Work Plan Addendum #3, Pall Mall Warehouse Property, 153 Gibbons Road, Blacksburg, South Carolina, March 31, 2009, ERM NC, PC.
- vii. Work Plan Addendum, Pall Mall Warehouse Property, 153 Gibbons Road, Blacksburg, South Carolina, May 18, 2009, ERM NC, PC.
- viii. Site Assessment Report Addendum, Pall Mall Warehouse Property, 153 Gibbons Road, Blacksburg, South Carolina, October 30, 2009, ERM NC, PC.
- ix. Groundwater and Surface Water Monitoring Report, Pall Mall Warehouse Property, 153 Gibbons Road, Blacksburg, South Carolina, June 29, 2010, ERM NC, PC.
- x. Groundwater and Surface Water Monitoring Report, Pall Mall Warehouse Property, 153 Gibbons Road, Blacksburg, South Carolina, December 30, 2010, ERM NC, PC.
- xi. Groundwater and Surface Water Monitoring Report, Former Pall Mall Warehouse Property, 153 Gibbons Road, Blacksburg, South Carolina, June 28, 2011, ERM NC, Inc.
- xii. Semi-Annual Groundwater and Surface Water Monitoring Report, Former Pall Mall Warehouse Property, 153 Gibbons Road, Blacksburg, South Carolina, December 22, 2011, ERM NC, Inc.
- xiii. Semi-Annual Groundwater and Surface Water Monitoring Report, Former Pall Mall Warehouse Property, 153 Gibbons Road, Blacksburg, South Carolina, June 27, 2012, ERM NC, Inc.
- xiv. Semi-Annual Groundwater and Surface Water Monitoring Report, Former Pall Mall Warehouse Property, 153 Gibbons Road, Blacksburg, South Carolina, December 19, 2012, ERM NC, Inc.

APPENDIX C
ACCESS AGREEMENT

ACCESS AGREEMENT

This Access Agreement ("Agreement") is entered into by and between R.J. Reynolds Tobacco Company ("RJRT") and Blacksburg Atlas LLC ("Blacksburg"), with respect to the property owned by Blacksburg known as the Gibbons Road Site located at 153 Gibbons Road, Blacksburg, South Carolina (the "Property").

WHEREAS, RJRT and Pharmacia LLC ("Pharmacia") (the "Performing Parties") have been and will be continuing to perform certain actions with regard to the Property pursuant to a Voluntary Cleanup Contract (the "VCC") with the South Carolina Department of Health and Environmental Control ("DHEC") (such actions hereinafter referred to as "VCC Work"),

WHEREAS, the Performing Parties, their contractors and agents need access to the Property to perform the VCC Work.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, RJRT and Blacksburg hereby agree as follows:

1. Subject to the terms and conditions hereof, Blacksburg grants to the Performing Parties, their contractors and agents access to the Property for the purpose of performing the VCC Work and grants access to DHEC to oversee, monitor or observe any such work.
2. Blacksburg will cooperate reasonably with the Performing Parties and will make reasonable accommodations to allow the Performing Parties, their contractors and agents to complete the VCC Work in the most expeditious manner possible.
3. RJRT, its contractors and agents, in exercising the rights granted hereunder, shall not unreasonably interfere with Blacksburg's access to or use of the Property.
4. RJRT, its contractors or agents shall provide Blacksburg with not less than three (3) business days notice prior to entry onto the Property to conduct any VCC Work. Such notice shall describe, in reasonable detail, the VCC Work RJRT shall perform during such entry. One notification may cover multiple identified days of entry. Blacksburg representatives may be present during any of the Parties' VCC Work.
5. If DHEC determines that installation of any (temporary or permanent) groundwater monitoring well(s) is (are) required on the Property, or if performance of certain VCC Work will require use of heavy equipment, separate notification that describes such requirements shall be made to

Blacksburg prior to conducting such installations. Any and all well installations and/or use of heavy equipment shall receive prior approval from Blacksburg, but such approval shall not be unreasonably withheld. Blacksburg further understands that the Performing Parties will be the legal owner of permanent monitoring wells installed on the Property as part of the VCC Work. RJRT, its contractors or agents, shall ensure that any groundwater monitoring well installed is constructed and secured in accordance with applicable regulations. Blacksburg shall not disturb such monitoring wells during the term of this Agreement and performance of VCC Work.

6. Upon receipt of DHEC regulatory approval, the Performing Parties shall promptly, and at their sole expense, properly close and abandon wells, in accordance with applicable regulations, when such wells are no longer required for monitoring.
7. The rights and privileges granted by this Agreement shall cease upon the earliest of (a) completion of VCC Work as determined by DHEC, (b) a date mutually agreed upon by RJRT and Blacksburg, or (c) a material breach or default hereunder by RJRT.
8. This Agreement shall be construed in accordance with the laws of the State of South Carolina.
9. Blacksburg agrees that in addition to the Performing Parties and their contractors and agents, DHEC and their authorized officers, employees, representatives, and all other persons performing the VCC Work will be allowed access to the Property during any environmental emergency or imminent threat situation, as determined by the DHEC (or as allowed by applicable law). Blacksburg shall ensure that a copy of this Agreement is provided to any lessee or successor or other transferee of the Property during the term of this Agreement.
10. Blacksburg acknowledges that, in addition to or in lieu of any remedial activities that may be carried out, DHEC may require certain restrictions be placed on use of the Property by the filing of a Declaration of Covenants and Restrictions at the County records office. Such restrictions may include restrictions similar or identical to the following:
 - a) The Property shall not be used for the following purposes: residential, child day care facilities, schools, or elder care facilities.
 - b) Groundwater beneath the Property shall not be disturbed without prior approval from the Department or its successor agency.
 - c) Groundwater beneath the Property may not be used for drinking or irrigation purposes without prior approval from the Department or its successor agency.

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11. If DHEC requires or requests the Performing Parties to cause restrictions to be imposed on the Property as part of completion of their obligations under the VCC, then Blacksburg agrees to cooperate in the imposition of such restrictions, similar to or identical to those noted above, and will execute appropriate documentation to effectuate such restrictions at the appropriate time. The Performing Parties shall incur all costs in connection with documenting and recording any land use restrictions.
12. No provision of this Agreement or any actions under or by reason of this Agreement shall in any action, proceeding or litigation operate as an admission by Blacksburg of any liability under, or violation of, law or regulation or breach of duty at any time.
13. Any activities conducted by RJRT or its agents and/or independent contractors pursuant to this Agreement will be done in a safe, efficient, and workmanlike manner and in accordance with all requirements of any applicable federal, state or local laws and regulations or any other standards which may apply to the performance of such work, including but not limited to any professional engineering standards.
14. RJRT agrees to defend, indemnify and hold harmless Blacksburg, its affiliates, successors, assigns, employees, officers and directors from any and all claims, demands, judgments, damages, actions, causes of actions, injuries to persons or property, administrative orders, consent agreements and orders, liabilities, penalties, costs, attorney's fees, consultant's fees and expenses of any kind whatsoever, including claims arising out of loss of life, injury to persons, property or business, or damage to the environment or natural resources caused by RJRT's breach of this Agreement.
15. After the completion of any well installation activities or other VCC Work requiring use of heavy equipment, RJRT will restore the Property, to the extent reasonably practical, to its condition prior to the installation of such well or use of such heavy equipment.
16. Any contractor or agent working for RJRT on the Property will provide Blacksburg with a certificate of insurance.
17. The obligations of this Agreement apply to and inure to the benefit of the signatories, parents, successors, assigns, and subsidiaries, and their third party beneficiaries. Pharmacia shall be a third party beneficiary of this Agreement.
18. The signatories below hereby represent that they are authorized to enter into this Agreement on behalf of their respective parties.

THIS IS CERTIFIED AS A TRUE
AND CORRECT COPY

SIGNATURE SW

BLACKSBURG ATLAS, LLC

BY: J. Martin McCoy
Name J. Martin McCoy
Title Manager

DATE: 7/26/13

R.J. REYNOLDS TOBACCO COMPANY

BY: Gregory W. Colman
Name SR Director Supply Finance
Title

DATE: 7-19-13

GREGORY W. Colman
PAI Services, on behalf of
R.J. Reynolds Tobacco Co.
pursuant to Services Agreement.